

EXHIBIT 3

(Last Updated 8/26/2022)

IMPORTANT LEGAL NOTICE REGARDING DRAFTKINGS MARKETPLACE TERMS OF USE

IMPORTANT! PLEASE CAREFULLY READ THESE DRAFTKINGS MARKETPLACE TERMS OF USE BEFORE USING DRAFTKINGS MARKETPLACE OR OFFERING TO PURCHASE, PURCHASING, OFFERING TO SELL, OR SELLING AN NFT ON THE DRAFTKINGS MARKETPLACE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

USER AGREEMENT

DraftKings Inc. ("DraftKings", "DK", "we", "us" or "our") is pleased to offer you access to, and the ability to participate in a marketplace that provides you with the opportunity to purchase, sell, and collect non-fungible tokens (the "DraftKings Marketplace") as well as the ability to access and participate in the services and promotions that we may provide through the DraftKings Marketplace. DraftKings owns and operates the DraftKings Marketplace made available through our DraftKings Marketplace website (the "Website"). Your use of and access to the DraftKings Marketplace and the Website is subject to these DraftKings Marketplace Terms of Use (the "DraftKings Marketplace Terms of Use" or "Terms"), the DraftKings Social Terms of Service, and the DraftKings Marketplace Privacy Notice (the "Privacy Notice" and together with the DraftKings Marketplace Terms of Use and DraftKings Social Terms of Service, the "Agreement"). DraftKings reserves the right to change these DraftKings Marketplace Terms of Use at any time and without notice, effective immediately, and it is your responsibility to review these DraftKings Marketplace Terms of Use for any changes.

ACCEPTANCE

You agree to these DraftKings Marketplace Terms of Use by accessing or using the DraftKings Marketplace or Website, by registering for the DraftKings Marketplace (including by creating a DraftKings Account), by connecting a Self-Custodial Wallet to your DraftKings Account, by accepting, uploading, submitting, or downloading any information or content from or to the DraftKings Marketplace, by clicking "accept", "agree", "continue" or a similar selection (when the option to make such selection is made available to you), by offering to purchase, purchasing, offering to sell, selling, or advertising a Marketplace NFT through the DraftKings Marketplace, or by holding a Marketplace NFT in your DraftKings Account. IN THE EVENT YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE DRAFTKINGS MARKETPLACE TERMS OF USE, DO NOT USE THE DRAFTKINGS MARKETPLACE AND DO NOT BUY OR SELL ANY MARKETPLACE NFTS. In the event you continue to use or access the DraftKings Marketplace after we change the DraftKings Marketplace Terms of Use, you

accept all changes. These DraftKings Marketplace Terms of Use constitute a legal agreement between you and DraftKings, and shall apply to your use of the DraftKings Marketplace even after termination of your DraftKings Account or termination of these Terms.

CERTAIN DEFINITIONS

In addition to other terms used and defined throughout these DraftKings Marketplace Terms of Use, the following capitalized terms shall have the following meanings:

"Content" means content, materials, art, design, and drawings, in any form or media, including, without limitation, images, photographs, audio, or videos.

"DraftKings Account" means a custodial wallet or other digital repository made available by DraftKings for personal use to facilitate participation in the DraftKings Marketplace in accordance with these DraftKings Marketplace Terms of Use and in which Marketplace NFTs, and related data and information, may be stored.

"DraftKings NFT" means an NFT initially and directly sold or offered for sale by DraftKings or its affiliate(s) on the DraftKings Marketplace. For clarity, (a) a "DraftKings NFT" includes any NFT that is sold not only in a DraftKings NFT Primary Sale by DraftKings but also any NFT that is sold in a Secondary Sale by persons or entities who are not DraftKings or its affiliate(s), so long as DraftKings or its affiliate(s) initially and directly sold or offered for sale such NFT on the DraftKings Marketplace; (b) the description of the NFT notes that the NFT is supplied by DraftKings; and (c) a Marketplace NFT is not a DraftKings NFT unless it meets the conditions of this definition.

"DraftKings NFT Fees" means (a) any fees payable to DraftKings, DraftKings' licensors, or their respective designees in connection with the sale of a DraftKings NFT, whether in a DraftKings NFT Primary Sale or a DraftKings NFT Secondary Sale and (b) any transaction fees, service fees, marketplace fees, payment processing fees, gas fees, network fees, or other fees charged by DraftKings or its service providers to facilitate a DraftKings NFT Primary Sale or a DraftKings NFT Secondary Sale.

"DraftKings NFT Primary Sale" means the initial purchase of a DraftKings NFT that is sold by DraftKings to an initial purchaser on the DraftKings Marketplace.

"DraftKings NFT Purchase Price" means the price at which the DraftKings NFT is sold at, whether in a DraftKings NFT Primary Sale or a DraftKings NFT Secondary Sale.

"DraftKings NFT Secondary Sale" means any sale of a DraftKings NFT on the DraftKings Marketplace subsequent to the DraftKings NFT Primary Sale of such DraftKings NFT.

"Self-Custodial Wallet" means third-party wallet software connected to a DraftKings Account that allows a person to store and hold custody of public and private keys associated with NFTs without reliance on DraftKings or any third party.

"Intellectual Property Rights" means any copyrights, trade secrets, trademarks, know-how, patent rights, or any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Marketplace NFT" means an NFT (as defined below) sold or otherwise transacted at any time directly through the DraftKings Marketplace regardless of whether it is sold directly by a third party or by DraftKings.

"NFT" means a non-fungible token with a unique token identification implemented on a blockchain using smart contracts, such as, by way of example but not limitation, a non-fungible token conforming to the ERC-721 standard on the Ethereum blockchain network. The NFT is separate and distinct from the Content or any Intellectual Property Rights with which it may be linked or associated. An NFT is not a medium of exchange or convertible virtual currency and does not grant the owner any rights associated with owning a security.

"Original Content Provider" means the person who provides the Content that is linked to a Marketplace NFT.

"Primary Sale" means the initial sale of a Marketplace NFT to a purchaser on the DraftKings Marketplace.

"Secondary Sale" means a purchase and sale of Marketplace NFTs subsequent to the Primary Sale.

DRAFTKINGS ACCOUNT

You must be at least the legal age of majority in your local jurisdiction or territory (and in no case less than eighteen (18) years of age or, in the event you are a legal resident of Nebraska or Alabama, no less than nineteen (19) years of age or, in the event you are a legal resident of Arizona, Iowa, Louisiana, or Massachusetts, no less than twenty one (21) years of age) to open a DraftKings Account, connect a Self-Custodial Wallet to your DraftKings Account, participate in the DraftKings Marketplace, purchase, sell, or hold a Marketplace NFT, or participate in any promotions offered by the Website. DraftKings may require proof of your age and/or residency in such form and at such times as DraftKings, in DraftKings' sole and absolute discretion, determines appropriate. You may establish only one (1) DraftKings Account per person to participate in the DraftKings Marketplace. In the event DraftKings discovers that you have opened more than one (1) DraftKings Account per person, in addition to any other rights that DraftKings may have, DraftKings reserves the right to suspend or terminate any or all of your DraftKings accounts (including, without limitation your DraftKings Accounts).

DraftKings may permit you to connect an eligible Self-Custodial Wallet to your DraftKings Account for purposes of receiving and holding eligible Marketplace NFTs, provided that you are in compliance with these DraftKings Marketplace Terms of Use. Notwithstanding anything to the contrary, DraftKings has the sole discretion (i) to determine which Self-

Custodial Wallets are eligible to be connected to any DraftKings Account, (ii) to prohibit for any reason at any time the connection of any Self-Custodial Wallet to any DraftKings Account, and (iii) impose additional terms and conditions on you before permitting you to connect an eligible Self-Custodial Wallet to your DraftKings Account. You acknowledge and agree that Self-Custodial Wallets are not associated with, maintained by, supported by, or affiliated with DraftKings.

You are responsible for maintaining the confidentiality and security of your login names and passwords, and you accept responsibility for all activities, charges, losses (including, without limitation of funds and NFTs), and damages that occur under your DraftKings Account. You are responsible for maintaining the confidentiality and security of your Self-Custodial Wallet, including any private keys, passwords, seed phrases, or secret recovery passwords. The private keys, passwords, seed phrases, and/or secret recovery passwords associated with your Self-Custodial Wallet are held solely by you and not by DraftKings. DraftKings has no ability to help you access or recover private keys, passwords, seed phrases, and/or secret recovery passwords associated with your Self-Custodial Wallet.

It shall be a violation of these DraftKings Marketplace Terms of Use to allow any other person to use your DraftKings Account or use your Self-Custodial Wallet to access the DraftKings Marketplace. You are responsible for ensuring you use strong and secure passwords, and you may be required to change your passwords from time to time. In the event you have reason to believe that someone is using or accessing your DraftKings Account or your Self-Custodial Wallet without your permission, you should contact us immediately. We will not be responsible for any loss or damage resulting from unauthorized use of your DraftKings Account or your Self-Custodial Wallet or your failure to notify us of unauthorized use. In the event we request registration information from you, you must provide us with accurate and complete information, and in the event such information changes, you must immediately provide such updated information to us.

You agree to abide by all applicable laws in the jurisdiction where you are located while using the DraftKings Marketplace. You agree to not use the DraftKings Marketplace or any Marketplace NFT for any illegal purpose or in any way that violates any Intellectual Property Rights or the rights of DraftKings or third parties in any Marketplace NFTs or Content. By creating a DraftKings Account, you represent and warrant that you have provided us with accurate, complete, and updated information for your DraftKings Account, that you are not a Specially Designated National (as defined in 31 C.F.R 515.306), and have not been placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State. You agree to immediately update your DraftKings Account in the event: (a) any of your DraftKings Account information changes, (b) you have been placed on any such sanctions list, or (c) you have been identified as a Specially Designated National.

DraftKings has the sole discretion to suspend or terminate any person's access to the DraftKings Marketplace or any person's Marketplace NFT, disconnect a Self-Custodial Wallet, and/or suspend or terminate any link to or use of a DraftKings Account or any

Marketplace NFT that DraftKings determines, in DraftKings' sole discretion, violates these Marketplace Terms of Use or otherwise creates any risk of harm, damage, or liability to DraftKings or its affiliates, including, without limitation, reputational risks, data loss, or damage to any of their respective websites.

You agree and acknowledge that you may hold in your DraftKings Account only Marketplace NFTs. You may not, and agree not to attempt to, deposit, transfer, or upload any cryptocurrency, NFTs, or other digital assets minted, created, or supplied by any source other than DraftKings Marketplace into any DraftKings Account. You acknowledge and agree that any such attempt is a violation of these DraftKings Marketplace Terms of Use, and any such transferred item(s) may be lost. DraftKings assumes no responsibility for any such loss. DraftKings reserves the right to disable, invalidate, or otherwise render inoperable a DraftKings Account that is used in a manner that is abusive or inappropriate, in violation of these DraftKings Marketplace Terms of Use, or that is otherwise detrimental to the DraftKings Marketplace or DraftKings, to be determined in DraftKings' sole discretion.

NFT PURCHASES AND SALES

The DraftKings Marketplace facilitates Primary Sales and Secondary Sales of Marketplace NFTs. Except for DraftKings NFTs sold in a DraftKings NFT Primary Sale, DraftKings does not own and is not selling for its own account any Marketplace NFTs available for sale on the DraftKings Marketplace, nor does it set the value of any Marketplace NFT (including, without limitation DraftKings NFTs) on any Secondary Sale. The Primary Sale of Marketplace NFTs, except for DraftKings NFTs, may be subject to terms directly between you and the seller of the Marketplace NFT, including through a link to terms and conditions in the "Review purchase" window of the purchase process of a Marketplace NFT. A Secondary Sale of a Marketplace NFT, including, for clarity, a DraftKings NFT, is solely between the buyer and seller of such Marketplace NFT, and DraftKings is not a party to any agreement between the buyer or seller related to the Secondary Sale of a Marketplace NFT. The value of each Marketplace NFT, like other collectibles, is inherently subjective and may be based on a variety of factors unique to that NFT and to interested buyers, based on the different characteristics of the Marketplace NFT.

DraftKings receives a service fee from the total purchase price of all Primary Sales of Marketplace NFTs on the DraftKings Marketplace. In addition, DraftKings receives all revenue from DraftKings NFT Primary Sales.

Not all Marketplace NFTs are eligible for Secondary Sales on the DraftKings Marketplace, and you acknowledge and agree that DraftKings has sole discretion to determine which Marketplace NFTs are eligible to be listed for and bought and sold through Secondary Sales on the DraftKings Marketplace. Eligibility of a Marketplace NFT for Secondary Sale may be restricted based upon, but not limited to, the Marketplace NFT supplier, the Marketplace NFT collection, the value of the Marketplace NFT, and the distribution method of the Marketplace NFT (e.g. Marketplace NFTs distributed through a free giveaway). Any

restrictions on a Marketplace NFT's eligibility for Secondary Sale will be noted on the purchase or bid confirmation page of such Marketplace NFT and/or on the Marketplace NFT's details page. The minimum sale price for a Marketplace NFT is one dollar (\$1).

Any Marketplace NFT that you acquire on the DraftKings Marketplace will be held in a DraftKings Account. DraftKings may permit you to transfer eligible Marketplace NFTs from your DraftKings Account to your Self-Custodial Wallet. You acknowledge and agree that DraftKings has sole discretion to determine which Marketplace NFTs are eligible to be transferred to your Self-Custodial Wallet and to prohibit, for any reason, in DraftKings' sole discretion, any transfers of any Marketplace NFTs from the DraftKings Marketplace to any Self-Custodial Wallet. In the event DraftKings determines, in its sole discretion, that removal of a Marketplace NFT from the DraftKings Marketplace is permissible, DraftKings may require you (as the transferor) to agree to additional terms and conditions with respect to such removed NFT, including terms relating to a smart contract that will pay to DraftKings and/or its designees any fees associated with further sales or transfers of such NFT that occur outside the DraftKings Marketplace.

In the event a Marketplace NFT is removed from the DraftKings Marketplace in violation of these Terms, any license associated with such NFT (including, in the case of DraftKings NFTs, the associated NFT License) will automatically terminate (in addition to any other remedies DraftKings may have). You should refer to your DraftKings Account to determine whether the Marketplace NFT you own is eligible to be transferred to your Self-Custodial Wallet. For more information about transferability of Marketplace NFTs to your Self-Custodial Wallet, see <https://help.draftkings.com/hc/en-us/categories/4404926262931-Marketplace>.

In the event you want to transfer Marketplace NFTs from your DraftKings Account to your Self-Custodial Wallet, you acknowledge and agree that DraftKings may charge you fees-including but not limited to transaction fees, gas fees, and/or network fees-necessary to effectuate such transfers from your DraftKings Account to your Self-Custodial Wallet. You acknowledge and agree that you may be unable to transfer any DraftKings Marketplace NFT from a Self-Custodial Wallet back into the DraftKings Marketplace.

Owners of certain Marketplace NFTs are eligible to receive utility features associated with such Marketplace NFTs. To have access to these utility features, you must hold the Marketplace NFT in your DraftKings Account and meet all applicable terms, conditions, and eligibility requirements associated with the utility. In the event you transfer a Marketplace NFT from your DraftKings Account to your Self-Custodial Wallet without meeting all applicable terms and conditions and eligibility requirements, you acknowledge and agree that you will not be eligible to receive the utility features made available to owners of such Marketplace NFTs.

You acknowledge and agree that DraftKings has the right to record ownership of any Marketplace NFT on a DraftKings internal ledger and reflect such ownership in your DraftKings Account. Once you transfer a Marketplace NFT out of your DraftKings Account

to your Self-Custodial Wallet, you agree and acknowledge that DraftKings has no obligation to (and may at its sole discretion choose not to) reflect ownership of such Marketplace NFT in your DraftKings Account, and DraftKings has no obligation to, but may, in its sole discretion and without liability, continue to record future transfers of your Marketplace NFT on its internal ledger.

You may offer Marketplace NFTs that you hold in your DraftKings Account for Secondary Sale to other users of the DraftKings Marketplace, provided that you are in compliance with these DraftKings Marketplace Terms of Use and all DraftKings terms of use, policies, and procedures in place when you seek to post your Marketplace NFT to the DraftKings Marketplace for Secondary Sale. You are responsible for fees of any kind-including but not limited to transaction fees, service fees, marketplace fees, payment processing fees, gas fees, and/or network fees-associated with any Secondary Sales outside of the DraftKings Marketplace.

You cannot sell or offer for sale on the DraftKings Marketplace any Marketplace NFT held outside your DraftKings Account, including without limitation in any Self-Custodial Wallet. If you wish to sell or offer to sell any Marketplace NFT on the DraftKings Marketplace that is held in a Self-Custodial Wallet, you acknowledge and agree that you must first transfer such Marketplace NFT back to your DraftKings Account before you can offer it for sale on DraftKings Marketplace. You acknowledge and agree that DraftKings has sole discretion to prohibit you from transferring any NFT (including without limitation a Marketplace NFT) held in any Self-Custodial Wallet to any DraftKings Account (including without limitation your own). You acknowledge and agree that you will be responsible for all fees-including but not limited to transaction fees, gas fees, and/or network fees-necessary to effectuate any transfers from your Self-Custodial Wallet to your DraftKings Account.

For any Secondary Sale on either the DraftKings Marketplace or outside of the DraftKings Marketplace, DraftKings may collect from the purchaser a percentage of the gross transaction price of such Secondary Sale. You acknowledge and agree that DraftKings may collect such fees through any lawful means, including directly from the purchaser or through a smart contract that will pay to DraftKings and/or its designees any fees associated with further sales or transfers of such NFT that occur outside the DraftKings Marketplace. You are solely responsible for collecting and/or paying any applicable sales, use, value-added or other taxes, duties, and/or assessments imposed by any governmental entity on you in connection with your sale of a Marketplace NFT outside of the DraftKings Marketplace.

In the event of a dispute regarding the identity of the person purchasing a Marketplace NFT or selling a Marketplace NFT through a Secondary Sale on the DraftKings Marketplace, the purchase entry or Secondary Sale (as applicable) will be deemed made by the person in whose name the DraftKings Account used to conduct the purchase or Secondary Sale (as applicable) was registered.

You acknowledge and agree that all information you provide with regards to a purchase of Marketplace NFTs, including, without limitation, credit card or other payment information as the DraftKings Marketplace may accept through a third-party platform or system from time-to-time, is accurate, current, and complete.

You represent and warrant that you have the legal right to use the payment method you provide to a third-party platform or system that fulfills payments for Marketplace NFTs, including, without limitation, any credit card you provide when completing a transaction. When you purchase a Marketplace NFT on the DraftKings Marketplace, whether through a Primary Sale or Secondary Sale, you (a) agree to pay the price for such Marketplace NFT as set forth on the DraftKings Marketplace, any charges related to the fulfillment of the Marketplace NFTs, including any required gas fees, and all applicable taxes (which may include, without limitation, sales, use, value-added and other taxes, duties, and assessments other than taxes on our net income) in connection with your purchase (the "Full Purchase Amount"), and (b) authorize us and/or a third-party platform or system that fulfills payments for Marketplace NFTs to charge your credit card or other payment method for the Full Purchase Amount or deduct the Full Purchase Amount from your DraftKings Account balance. You acknowledge that with respect to Marketplace NFTs, DraftKings may impose a fee on any Secondary Sales.

Unless otherwise noted, all currency references are in U.S. Dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. Orders will not be processed until payment has been received in full, and any holds on your account by any payment processor are solely your responsibility. Your order may be suspended or cancelled by DraftKings for any reason, including in the event the payment method cannot be verified, is invalid, or is otherwise not acceptable.

DEPOSIT OF FUNDS

"Authorized Account Holder" is defined as the natural person 18 years of age or older (or 19 years of age or older in Nebraska and Alabama or 21+ in Arizona, Iowa, Louisiana, and Massachusetts) who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address for registration on the DraftKings Marketplace. By inputting a payment method to participate in the DraftKings Marketplace, the Authorized Account Holder hereby affirms that the Authorized Account Holder is the lawful owner of the payment method account used to make any deposit(s) on the DraftKings Marketplace. It shall be a violation of these DraftKings Marketplace Terms of Use for any Authorized Account Holder to submit payment using any payment method that is not owned by the Authorized Account Holder.

In the event any deposit is charged back, the amount of the initial deposit will be invalidated, forfeited, and deducted from the DraftKings Account balance. DraftKings

reserves the right to close your DraftKings Account - without notice - in the event a deposit is charged back.

REFUND POLICY

All Primary Sales and Secondary Sales are final and non-refundable.

DraftKings Accounts that DraftKings reasonably determines are not being used may be deemed dormant or inactive. Any remaining funds held in a dormant or inactive DraftKings Account will be treated, in each case, in accordance with applicable state laws and regulations.

WITHDRAWAL OF FUNDS

You may withdraw cash from your DraftKings Account by using the "Withdrawal" option on the DraftKings Marketplace. You may be requested to complete an affidavit of eligibility and a liability/publicity release (unless prohibited by law) and/or appropriate tax forms and forms of identification, including but not limited to a driver's license, proof of residence, and/or any information relating to payment/deposit accounts as reasonably requested by DraftKings in order to complete the withdrawal of deposits. Failure to comply with this requirement may result in disqualification and forfeiture of any deposits. Disqualification or forfeiture of any deposits may also occur in the event it is determined that you did not comply, in any manner, with these DraftKings Marketplace Terms of Use.

All taxes associated with the withdrawal of any funds from your DraftKings Account are your sole responsibility.

Any withdrawal requests, after approved by DraftKings, will be credited back to the same credit card or method of payment used to deposit funds on the DraftKings Marketplace. DraftKings will only release withdrawals to a different credit card or payment method other than that which was used to make deposit(s): (i) after the aggregate amount of such deposit(s) has already been released back to the credit card(s) or payment method(s) used for the deposit(s) (e.g. you deposited twenty five dollars (\$25) with credit card A, and then seek to withdraw fifty dollars (\$50), the first twenty five dollars will be withdrawn to credit card A, and the second twenty five dollars (\$25) can be withdrawn to another credit card or payment method) or (ii) in such other circumstances that DraftKings, in DraftKings' sole and absolute discretion, determines to appropriate.

In the event you believe that funds held by or in your DraftKings Account have been misallocated, compromised, or otherwise mishandled, you may register a complaint with DraftKings by e-mailing support@draftkings.com or by writing to DraftKings Inc. 222 Berkeley Street, Boston, Massachusetts 02116. DraftKings shall use its best efforts to respond to such complaints within ten (10) days. In the event DraftKings determines that the relief requested in the complaint will not be granted, its response will set forth the specific reasons therefore. In the event more information is required for DraftKings to

process the complaint, the response will note the form and nature of the necessary additional information needed.

You can request to withdraw funds from your DraftKings Account at any time. Requests for withdrawal of funds will be processed within fourteen (14) business days of receipt by DraftKings of any tax reporting paperwork required by law and any other documentation that may be required by these Terms, such as a copy of your driver's license or credit card, unless DraftKings believes in good faith that you engaged in either fraudulent conduct or other conduct that would cause DraftKings to be in violation of applicable law. To the extent applicable law requires withdrawal requests be processed in a shorter period of time than set forth in the preceding sentence, DraftKings will process such withdrawal requests in accordance with such applicable law requirements (including any such requests coming from persons physically located in Iowa, which will be processed within five (5) days, and are sent via U.S. Mail). A request for withdrawal will be considered honored in the event it is processed by DraftKings but delayed by a payment processor, credit card issuer, or by the custodian of a financial account. You can also permanently close your DraftKings Account at any time for any reason through the DraftKings customer service department. Promotional deposits, credits, and other bonuses may not be withdrawn from a DraftKings Account unless appropriate terms of the promotion are first achieved by the user.

RESTRICTIONS ON YOUR USE OF THE DRAFTKINGS MARKETPLACE

You will not:

- Use or attempt to use the Website or the DraftKings Marketplace for any person other than yourself;
- Use or attempt to use the Website, the DraftKings Marketplace, any Marketplace NFT, or Self-Custodial Wallet for any unlawful purpose;
- Directly or indirectly purchase, sell, receive, or otherwise transact in any Marketplace NFTs when you are in possession of any material non-public information related to the Marketplace NFT;
- Use or attempt to use the Website or the DraftKings Marketplace to buy, sell, receive, transfer, or otherwise transact in any NFTs or other items that were stolen, fraudulently obtained, taken without authorization, and/or otherwise illegally obtained;
- Deposit, attempt to deposit, transfer, or attempt to transfer a Marketplace NFT to your DraftKings Account from your Self-Custodial Wallet without obtaining the express approval and authorization from DraftKings prior to transferring or attempting to transfer such Marketplace NFT;
- Access or use the Website, the DraftKings Marketplace, or any Marketplace NFT in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of DraftKings, DraftKings' affiliates, or any third party, or that violates any applicable local, state or federal law or regulation, or is prohibited by these DraftKings Marketplace Terms of Use;

- License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Website, DraftKings Marketplace, or related materials in any way;
- Take any action or use the Website, the DraftKings Marketplace, or any Marketplace NFT in any manner that could damage, destroy, disrupt, disable, impair, overburden, or otherwise impede or harm in any manner our Website, the DraftKings Marketplace, any Marketplace NFT, or any other content, in whole or in part, or interfere with any other party's use of the Website, the DraftKings Marketplace, or any Marketplace NFT;
- Disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to our Website, the DraftKings Marketplace, or any computer network;
- Bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by us or any of our service providers to protect our Website, the DraftKings Marketplace, or any Marketplace NFT;
- Remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any Intellectual Property or proprietary rights notices from our Website, the DraftKings Marketplace, any Marketplace NFT, or any content made available to you on or through our Website or the DraftKings Marketplace;
- Use any device, software, or routine that interferes with the function of the Website, the DraftKings Marketplace, or any Marketplace NFT;
- Access or use the Website, the DraftKings Marketplace, or any Marketplace NFT to build or support products or services competitive to our products or services;
- Use any web scraping, web harvesting, or data extraction methods to extract any data from the Website or the DraftKings Marketplace;
- Create, use, operate, or employ any bots, robots, parser, spiders, scripts, programs, routines, or any other forms of automation to engage in any activity on the DraftKings Marketplace or the Website;
- Copy, duplicate, download, store in a retrieval system, publish, transmit, or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database, or otherwise use in any form or by any means any data, text, reports, or other materials related to DraftKings or third-party content from the Website or the DraftKings Marketplace; or
- Encourage or enable any other individual to do any of the foregoing.

PROMOTIONAL GIVEAWAYS AND OFFERS

From time to time, DraftKings may announce promotional giveaways, sweepstakes, contests, and other offers ("Promotions") for DraftKings Marketplace fans. Each such Promotion will be governed by its own set of official rules. We encourage you to read the official rules for each Promotion before participating.

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedy, DraftKings may, without prior notice, immediately revoke any or all of your rights granted hereunder, with or without cause. In such event, you will immediately cease all access to and use of the DraftKings Marketplace. DraftKings may revoke any password(s) and/or DraftKings Account identification issued to you and deny you access to and use of the DraftKings Marketplace. Any such action shall not affect any rights and obligations arising prior thereto. All provisions of the DraftKings Marketplace Terms of Use, which by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

DISCLAIMER OF WARRANTIES

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DRAFTKINGS, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES OF EACH OF THEM, SHALL NOT BE LIABLE FOR THE USE OF THE DRAFTKINGS MARKETPLACE OR THE PURCHASE, SALE, OR DISPLAY OF MARKETPLACE NFTS, INCLUDING, WITHOUT LIMITATION, IN EACH CASE THE

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COMPANY ENTITIES AND INDIVIDUALS' LIABILITY IS NOT ALREADY EXCLUDED PURSUANT TO THIS SECTION "LIMITATION OF LIABILITY", IN NO EVENT SHALL THE COMPANY ENTITIES AND INDIVIDUALS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

YOUR ACCESS TO AND USE OF THE DRAFTKINGS MARKETPLACE AND ANY CONTENT IS AT YOUR RISK. IN THE EVENT YOU ARE DISSATISFIED WITH THE DRAFTKINGS MARKETPLACE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE DRAFTKINGS MARKETPLACE OR THE CONTENT. YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF DRAFTKINGS' ACTS OR OMISSIONS, THE DAMAGES, IN THE EVENT ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE OR OTHER PROPERTY OWNED OR CONTROLLED BY DRAFTKINGS AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR UPLOAD INFORMATION, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY DRAFTKINGS WEBSITE OR OTHER PROPERTY OR YOUR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THE WEBSITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

THE DRAFTKINGS MARKETPLACE MAY CONTAIN LINKS TO THIRD PARTY WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY DRAFTKINGS. DRAFTKINGS HAS NO CONTROL OVER, AND ASSUMES NO RESPONSIBILITY FOR, THE CONTENT, PRIVACY POLICIES, OR PRACTICES OF ANY THIRD PARTY WEBSITES. IN ADDITION, DRAFTKINGS WILL NOT AND CANNOT CENSOR OR EDIT THE CONTENT OF ANY THIRD-PARTY SITE. BY USING THE DRAFTKINGS MARKETPLACE, YOU EXPRESSLY RELIEVE DRAFTKINGS FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE. ACCORDINGLY, WE ENCOURAGE YOU TO BE AWARE WHEN YOU LEAVE THE DRAFTKINGS MARKETPLACE AND TO READ THE TERMS AND CONDITIONS AND PRIVACY POLICY OF EACH OTHER WEBSITE THAT YOU VISIT.

INDEMNIFICATION

BY PARTICIPATING IN THE DRAFTKINGS MARKETPLACE, YOU AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS THE COMPANY ENTITIES AND INDIVIDUALS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITIES, LOSSES, DAMAGES, INJURIES, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, PROCEEDINGS, JUDGMENTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER LEGAL EXPENSES, INCLUDING, WITHOUT LIMITATION, THOSE COSTS INCURRED AT THE TRIAL AND APPELLATE LEVELS AND IN ANY BANKRUPTCY, REORGANIZATION, INSOLVENCY, OR OTHER SIMILAR PROCEEDINGS, AND ANY OTHER LEGAL EXPENSES (COLLECTIVELY, "CLAIMS") ARISING FROM OR IN CONNECTION WITH YOUR BREACH OF THESE TERMS,

YOUR USE OF THE DRAFTKINGS MARKETPLACE, YOUR PURCHASE OR SALE OF A MARKETPLACE NFT (WHETHER ON THE DRAFTKINGS MARKETPLACE OR OUTSIDE THE DRAFTKINGS MARKETPLACE), ANY TRANSFER OF ANY MARKETPLACE NFT TO OR FROM (OR ANY HOLDING OF ANY MARKETPLACE NFT IN) ANY SELF-CUSTODIAL WALLET, ANY PAYMENT METHODS USED, ANY FUNDING OF YOUR DRAFTKINGS ACCOUNT, YOUR PARTICIPATION IN ANY CONTEST, AND/OR YOUR NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

DRAFTKINGS SHALL HAVE THE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY CLAIMS. IN THE EVENT DRAFTKINGS ASSUMES SUCH DEFENSE, (A) SUCH DEFENSE SHALL BE CONDUCTED BY COUNSEL SELECTED BY DRAFTKINGS; (B) DRAFTKINGS SHALL HAVE THE RIGHT TO CONTROL SAID DEFENSE; AND (C) YOU SHALL HAVE THE RIGHT, WITHOUT THE CONSENT OF DRAFTKINGS, TO SETTLE SUCH CLAIM, BUT ONLY IN THE EVENT SUCH SETTLEMENT INVOLVES ONLY THE PAYMENT OF MONEY, YOU PAY ALL AMOUNTS DUE IN CONNECTION WITH OR BY REASON OF SUCH SETTLEMENT AND, AS PART THEREOF, DRAFTKINGS IS UNCONDITIONALLY AND FULLY RELEASED FROM ALL LIABILITY IN RESPECT OF SUCH CLAIM. YOU SHALL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AT YOUR OWN EXPENSE, BUT DRAFTKINGS SHALL HAVE THE RIGHT TO CONTROL SUCH DEFENSE. YOU WILL NOT MAKE ANY ADMISSIONS OF LIABILITY RELATED TO A CLAIM WITHOUT THE WRITTEN CONSENT OF DRAFTKINGS, AND YOU WILL PROVIDE ALL REASONABLE ASSISTANCE TO DRAFTKINGS RELATED TO DRAFTKINGS DEFENSE OF A CLAIM.

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When you purchase a Marketplace NFT on the DraftKings Marketplace, you are entering into a legally binding contract with the seller of such Marketplace NFT. The terms and conditions of such contract determine your rights and obligations with respect to the purchase of a Marketplace NFT. Except for DraftKings NFTs sold in a DraftKings NFT Primary Sale, DraftKings is not a party to the contract between a seller and a purchaser of a Marketplace NFT and, except as expressly set forth in these DraftKings Marketplace Terms of Use, DraftKings has no obligations, responsibilities, or liabilities with respect to the purchase or sale of such Marketplace NFT. When you purchase a DraftKings NFT in a DraftKings Primary Sale, such DraftKings Primary Sale shall be governed by these DraftKings Marketplace Terms of Use, including, but not limited to, the terms of the Section "DraftKings NFT Terms and Conditions" of these Terms.

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Some of the features and services of the DraftKings Marketplace may allow you to submit or transmit audio, video, text, or other materials (collectively, "User Submissions") to or through the DraftKings Marketplace. By submitting or transmitting User Submissions to or through the DraftKings Marketplace, you agree to the DraftKings Social Terms of Service. IN THE EVENT YOU DO NOT AGREE TO BE BOUND BY THE DRAFTKINGS SOCIAL TERMS OF SERVICE, DO NOT SUBMIT OR TRANSMIT USER SUBMISSIONS TO OR THROUGH THE DRAFTKINGS MARKETPLACE.

In addition, you agree that all User Submissions and your use of any features and services of the DraftKings Marketplace that allow you to submit or transmit User Submissions is subject to the DraftKings Social Acceptable Use Policy available at <https://www.draftkings.com/social/terms#activeTab=acceptableusepolicy>.

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By Mail:

DraftKings

222 Berkeley Street

Boston, MA 02116

By Email: legal@draftkings.com

DraftKings' DMCA Agent's phone number is 617-986-6744.

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YOU HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN YOU AND DRAFTKINGS OR ITS AFFILIATES ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT, (II) ANY USE OF THE DRAFTKINGS MARKETPLACE (INCLUDING ALL TRANSACTIONS CONDUCTED THROUGH THE DRAFTKINGS MARKETPLACE), OR (III) ANY DRAFTKINGS NFT OR ANY CONTENT OR INTELLECTUAL PROPERTY RIGHTS EMBODIED THEREIN OR ASSOCIATED THEREWITH.

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MOBILE APPLICATION

These DraftKings Marketplace Terms of Use shall also apply to the use of the DraftKings Mobile Application (the "Mobile Application"). These DraftKings Marketplace Terms of Use are intended to be in addition to the End User License Agreement (found here: <https://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/>) for the Mobile Application, and to the extent any of these DraftKings Marketplace Terms of Use conflict with the End User License Agreement, these DraftKings Marketplace Terms of Use shall be deemed to apply, and the conflicting provision in the End User License Agreement shall not be applicable. Any reference to the DraftKings Marketplace in these DraftKings Marketplace Terms of Use shall also be deemed to include the Mobile Application.

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provider's platform (including but not limited to websites, mobile applications, or social media accounts) is detrimental to the DraftKings brand or brands, including, without limitation, in any manner that is disparaging or that otherwise portrays DraftKings in a negative light, or has a negative impact on the integrity of DraftKings' product or business operations.

DRAFTKINGS NFT TERMS AND CONDITIONS

The terms and conditions in this Section "DraftKings NFT Terms and Conditions" (including all subsections thereof) are part of the DraftKings Marketplace Terms of Use and are in addition to, and not in replacement of, the other terms and conditions of these DraftKings Marketplace Terms of Use; provided that in the event of any conflict between any terms or conditions in this Section "DraftKings NFT Terms and Conditions" (including all subsections thereof) and any other terms or conditions of these DraftKings Marketplace Terms of Use, the terms and conditions of this Section "DraftKings NFT Terms and Conditions" (including all subsections thereof) will prevail to the extent of the conflict. YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS IN THIS SECTION "DRAFTKINGS NFT TERMS AND CONDITIONS" IN ACCORDANCE WITH THE SECTION "ACCEPTANCE" ABOVE, REGARDLESS OF WHETHER YOU OFFER TO PURCHASE, PURCHASE, OFFER TO SELL, SELL, OR OWN OR HOLD A DRAFTKINGS NFT.

A. PURCHASING AND SELLING DRAFTKINGS NFTS ON DRAFTKINGS MARKETPLACE

1. Purchasing a DraftKings NFT on DraftKings Marketplace

When you purchase a DraftKings NFT on DraftKings Marketplace, you are responsible for paying the DraftKings NFT Purchase Price for such DraftKings NFT, and in addition you are responsible for paying to DraftKings, DraftKings' licensors, or their respective designees, any and all applicable (i) DraftKings NFT Fees, (ii) taxes that DraftKings may be obligated to pay or withhold in connection with such DraftKings NFT Primary Sale or DraftKings NFT Secondary Sale, and (iii) such other fees, expenses or charges as DraftKings may advise you of prior to completion of the DraftKings NFT Primary Sale or DraftKings NFT Secondary Sale.

When you purchase a DraftKings NFT, you receive ownership of the DraftKings NFT purchased, provided that your ownership, and any and all ownership whatsoever, of any and all DraftKings NFTs (whether through a DraftKings NFT Primary Sale, DraftKings NFT Secondary Sale, Secondary Sale, or otherwise) is and shall remain subject to (i) DraftKings' and DraftKings' licensors' retained ownership of any software, Content, brands, logos, or Intellectual Property Rights in or related to the DraftKings NFT, and (ii) DraftKings' Reversionary Interest in the DraftKings NFT as set forth in the subsection entitled "Reversionary Interest" below. For clarity, your purchase of a DraftKings NFT (whether through a DraftKings NFT Primary Sale, DraftKings NFT Secondary Sale, Secondary Sale, or otherwise) is not a purchase of, and does not give you any ownership of or any rights (except as expressly set forth in the NFT License below), title, or interest in or to, any

software, Content, brands, logos, or Intellectual property Rights in or associated with any DraftKings NFT.

Your purchase of a DraftKings NFT (whether through a DraftKings NFT Primary Sale, DraftKings NFT Secondary Sale, Secondary Sale, or otherwise) will not give you any right or entitlement to receive any Content, including any Content associated with the purchased DraftKings NFT. Instead, pursuant to the NFT License set forth in the subsection entitled "NFT License and Intellectual Property" below, your purchase of a DraftKings NFT will provide you with a right to view the Content associated with the purchased DraftKings NFT.

With respect to the offer to purchase or purchase of any and all DraftKings NFTs in a DraftKings NFT Primary Sale, these DraftKings Marketplace Terms of Use: (i) constitute the final, entire and exclusive agreement between you and DraftKings with respect to the subject matter hereof; (ii) supersede all prior oral and written agreements and understandings between you and DraftKings (whether express or implied, including those implied by law or through usage of trade) with respect to the subject matter hereof; and (iii) exclude any course of prior dealings between you and DraftKings and/or usage of trade in determining the meaning of the terms and conditions set forth herein.

You may not impose on DraftKings, directly or indirectly, and DraftKings hereby disclaims, any terms or conditions not expressly set forth herein.

2. Selling a DraftKings NFT

Unless otherwise notified by DraftKings, you may sell any DraftKings NFT held in your DraftKings Account on the DraftKings Marketplace. Such a sale may be to any person on the DraftKings Marketplace and will be considered a DraftKings NFT Secondary Sale.

In the event you sell a DraftKings NFT in a DraftKings NFT Secondary Sale, (i) you automatically transfer all of your right, title and interest in and to such DraftKings NFT to the buyer, (ii) you consent to and direct DraftKings to promptly transfer such DraftKings NFT from your DraftKings Account to the DraftKings Account of the buyer, and (iii) the NFT License you received pursuant to the subsection entitled "NFT License and Intellectual Property" below with respect to such DraftKings NFT automatically transfers to the buyer in full and terminates in full with respect to you.

In the event you sell a DraftKings NFT outside of the DraftKings Marketplace, (i) you automatically transfer all of your right, title and interest in and to such DraftKings NFT to the buyer and (ii) the NFT License you received pursuant to the subsection entitled "NFT License and Intellectual Property" below with respect to such DraftKings NFT automatically transfers to the buyer in full and terminates in full with respect to you.

3. Sales Terms

Whether your sale of a DraftKings NFT occurs on DraftKings Marketplace or outside DraftKings Marketplace, you may only sell the entirety (i.e., 100%) of your interest in the

DraftKings NFT. Without limiting the foregoing, you may not, and may not attempt to, (i) sell fractional interests in any DraftKings NFT, (ii) grant to any person or permit any person to take or obtain a security interest, lien, or other encumbrance in any DraftKings NFT, or (iii) sell subscriptions, licenses, or other rights to use any DraftKings NFT, including, without limitation, subscriptions, licenses, or other rights to view the Content associated with any DraftKings NFT.

You acknowledge and agree that, and specifically intend and expect that, DraftKings may enforce these DraftKings Marketplace Terms of Use against you, including as a third-party beneficiary in the event appropriate.

You consent to DraftKings maintaining a ledger of DraftKings NFT Primary Sales and DraftKings NFT Secondary Sales either on or off of a blockchain, or in both locations, which ledger may include your personal information.

For any Secondary Sale of a DraftKings NFT on either the DraftKings Marketplace or outside of the DraftKings Marketplace, you acknowledge and agree that DraftKings may collect from the purchaser a percentage of the gross transaction price of such Secondary Sale. You acknowledge and agree that DraftKings may collect such fees through any lawful means, including directly from the purchaser or through a smart contract that will pay to DraftKings and/or its designees any fees associated with further sales or transfers of such NFT that occur outside the DraftKings Marketplace.

B. NFT LICENSE AND INTELLECTUAL PROPERTY

Effective upon your purchase of a DraftKings NFT, you receive the following license:

DraftKings IP and Content License: Subject to the terms and conditions of these DraftKings Marketplace Terms of Use, DraftKings, for itself and on behalf of its licensors, grants you a limited, non-exclusive, non-transferable (except pursuant to a Secondary Sale in accordance with these DraftKings Marketplace Terms of Use), revocable, non-sublicensable license to the Intellectual Property Rights practiced by, incorporated, or embedded in your purchased DraftKings NFT solely for purposes of you using, accessing, and/or holding such purchased DraftKings NFT, including viewing the Content associated with such purchased DraftKings NFT (the foregoing license in this subsection "NFT License and Intellectual Property", the "NFT License").

DraftKings and its licensors reserve all rights in all Content and Intellectual Property Rights not expressly granted pursuant to the NFT License. Notwithstanding anything to the contrary, any sale, purchase, or other transfer of DraftKings NFTs (whether through a DraftKings NFT Primary Sale, DraftKings NFT Secondary Sale, Secondary Sale, or otherwise) shall not be a sale, purchase, or transfer of any rights, title or interest to Content or Intellectual Property Rights associated with any DraftKings NFTs, which such rights, title, and interest shall remain solely and entirely with DraftKings or its licensors, subject to the NFT License.

D. PROHIBITIONS

You shall not, and shall not permit, encourage, or enable anyone to:

- access or use any DraftKings NFT, or any Content or Intellectual Property Rights associated therewith, in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, that violates any applicable local, state, or federal law or regulation, or that is prohibited by these DraftKings Marketplace Terms of Use;
- reverse engineer, disassemble, disaggregate, decompile, decode, de-configure, adapt, modify, create derivatives of, alter, translate, copy, or duplicate any DraftKings NFT, any component thereof, or any Content or Intellectual Property Rights in or related to any DraftKings NFT;
- license, sublicense, sell, resell, transfer, assign, distribute, modify, create derivatives of, or otherwise exploit or make available to any third party, or use for any third party's benefit, or use for your commercial benefit, any DraftKings NFT (except to the extent Secondary Sales of DraftKings NFTs are permitted pursuant to these DraftKings Marketplace Terms of Use) or any Content or Intellectual Property Rights associated with any DraftKings NFT;
- remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from, or attempt to register any trademark or copyright in, any DraftKings NFTs or any Content or Intellectual Property Rights associated therewith;
- use the Content or Intellectual Property Rights associated with any DraftKings NFT in a manner (including in connection with any other content, information, or materials) that could be considered hateful, intolerant, violent, cruel, pornographic, infringing, illegal, misleading, deceptive, fraudulent, obscene, defamatory, derogatory, libelous, threatening, indecent, or harassing;
- introduce, embed, insert, or incorporate, or permit the introduction, embedding, insertion, or incorporation of, any virus or other malware or unauthorized software that is intended to, or that has the effect of, permitting or enabling unauthorized access to, or disabling, deletion, or modification of any software, system, device, data, or data storage location;
- bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by us or any of our service providers to protect any DraftKings NFT or any Content or Intellectual Property Rights embodied therein or associated therewith;
- take any action in connection with a DraftKings NFT that has the effect of resulting, or is intended to result, in the treatment of a DraftKings NFT as a security by any governmental, administrative, or adjudicatory body (e.g., the U.S. Securities and Exchange Commission).

DraftKings reserves the right to impose additional restrictions on your use of the NFT License as may be required by DraftKings or DraftKings' licensors.

E. REVERSIONARY INTEREST

Notwithstanding anything to the contrary: (a) each DraftKings NFT Primary Sale or DraftKings NFT Secondary Sale to you is conditioned upon your compliance with the terms and conditions of these DraftKings Marketplace Terms of Use; (b) in the event DraftKings determines that you have breached any of the terms or conditions of these DraftKings Marketplace Terms of Use, the DraftKings NFT(s) purchased by you will revert to DraftKings, such DraftKings NFT(s) will be removed from your DraftKings Account, and the NFT License associated with such DraftKings NFT(s) will automatically terminate; and (c) you acknowledge and agree that DraftKings retains and shall retain a right and interest in each DraftKings NFT sold to enable DraftKings to do all of the foregoing (such right and interest, a "Reversionary Interest").

Important Information 

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